

AMENDMENT TO COOPERATION AGREEMENT

On December 6, 1971, a "Cooperation Agreement" was entered into by and between the City of Boston, the Boston Redevelopment Authority, and The Boston Five Cents Savings Bank with respect to School and Franklin Street Urban Renewal Area.

The parties to said Agreement do hereby agree to amend said Agreement as follows:

1. By increasing the size of the "premises" by adding to Parcel A-3 a parcel of land which abuts A-3 and is described on Schedule A attached hereto.

EXECUTED AND SEALED this day of , 1978.

CITY OF BOSTON
By:

BOSTON REDEVELOPMENT AUTHORITY
By:

THE BOSTON FIVE CENTS SAVINGS BANK
By:

AMENDMENT TO LICENSE AGREEMENT

An Agreement was made December 1, 1971, by and between the Boston Redevelopment Authority (hereinafter referred to as the "Authority") and The Boston Five Cents Savings Bank (hereinafter referred to as the "Bank") under which the Bank was licensed to develop and maintain a park on certain premises shown as Parcel A-3 on a plan entitled "Widening and Relocation Plan School Street Boston" dated November 24, 1972.

The Bank and the Authority hereby agree to amend said Agreement as follows:

1. By adding to the premises on which the park has been developed and maintained by the Bank, a certain parcel of land more particularly described on Schedule A attached hereto.

EXECUTED AND SEALED THIS day of , 1978.

BOSTON REDEVELOPMENT AUTHORITY
By:

THE BOSTON FIVE CENTS SAVINGS BANK
By:

SCHOOL STREET EXTENSIONDescription of Area to be Maintained by Boston Five Cents Savings Bank.

Beginning at the intersection of the westerly street line of School Street Extension and the northerly line of Harvard Place,

Thence continuing northwesterly by property of Boston Five Cents Savings Bank 96.58 feet,

Thence along a curve to the left of radius 75 feet for 83.03 feet,

Thence turning right to a line at right angles to School Street for approximately 10 feet to a granite edgestone,

Thence turning right and continuing southeasterly along the granite edgestone for 88.03 feet,

Thence turning and continuing left along a curve of 10 foot radius for 22.41 feet,

Thence along a curve to the right of 106.50 foot radius for 22.03 feet,

Thence southeasterly along the granite edgestone for 68.34 feet,

Thence by a curve to the left of 10 foot radius for 23.48 feet,

Thence turning and continuing southwesterly 48 feet,

Thence turning and continuing northwesterly 25 feet,

Thence turning and continuing northwesterly approximately 1.50 feet to the point of beginning.

See Subsketch "A"

N/F the Boston Five Cents Savings Bank

$\Delta: 03^{\circ} 25' 38''$
 $R: 75.00'$
 $L: 83.03'$
 $T.D.: 46.35'$

See subsketch B

Line of Widening & Relocation
 $N 07^{\circ} 20' 36'' W$

AREA = 1,056 Sq.Ft.

Area = 2,374 Sq.Ft.

SCHOOL

ST. EXTENSION

Line of Widening & Relocation
 $N 07^{\circ} 20' 36'' W$

$\Delta: 116^{\circ} 34' 22''$
 $R: 5.00'$
 $L: 10.17'$
 $T.D.: 8.09'$

EXISTING LINE OF STREET
 $570^{\circ} 46' 14'' E$
T.D. = 10.34

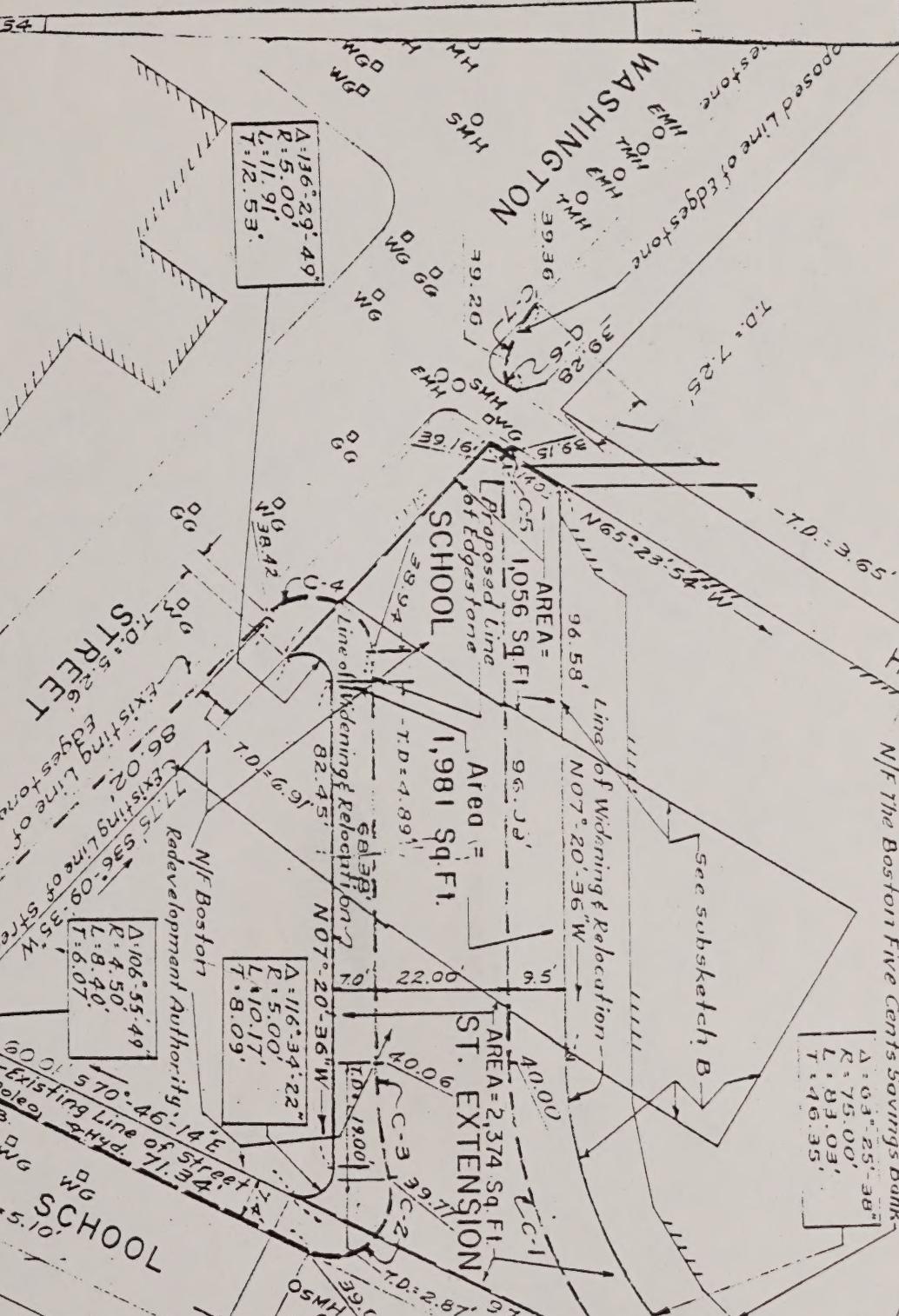
W.G. D.W. W.G.
D.C.B. D.W. D.W.
E.M.H. D.O.E.M.H.
O.O.D.M.H.

D.E.G.

D.E.G.

D.E.G.

D.E.G.



KS
School-Franklin
Pcl. A-2

LICENSE AGREEMENT

Agreement made this 1st day of Oct., 1971, by and between the Boston Redevelopment Authority, a public body politic and corporate organized under Chapter 121B of the General Laws of Massachusetts (hereinafter "the Authority") and the Boston Five Cents Savings Bank, a savings institution existing pursuant to Chapter 168 of the General Laws of Massachusetts, doing business in Boston, Suffolk County, (hereinafter "the Licensee").

Whereas the Authority has designated the Licensee the developer of Parcel A-2 of the School-Franklin Project (Project R-155); and

Whereas the Authority is the owner of land of approximately 5656 square feet at the intersection of School Street and Washington Street in the central business district of Boston, said land described as follows:

starting at the point of intersection of the westerly curbline of Washington Street extended and the southerly curbline of School Street extended and running S38°-06'-07"W a distance of 13.99 feet along said extension of the curbline of Washington Street to the point of beginning; thence running S38°-06'-07"W along said curbline of Washington Street a distance of 86.02 feet to a point; thence by a curve to the right of 10.00 feet radius a distance of 23.48 feet to a point; thence running N7°-20'-36"W a distance of 68.33 feet to a point; thence by a curve to the left of 106.50 feet radius a distance of 22.03 feet to a point; thence by a curve to the right of 10.00 feet radius a distance of 22.41 feet to a point on said curbline of School Street; thence running S70°-46'-14"E a distance of 71.30 feet to a point; thence by a curve to the right of 10.00 feet radius a distance of 18.60 feet to the point of beginning; said parcel containing 5,656 square feet, all as shown on a plan entitled "Widening and Relocation Plan, School Street, Boston" prepared by the Boston Redevelopment Authority and dated August 30, 1971.

WHEREAS the Licensee has offered to develop and maintain a park on the premises;

Now, therefore, in consideration of the sum of \$1.00 and mutual covenants contained herein, the parties hereto agree as follows:

1. The Authority grants to the Licensee a license to enter the premises for the purpose of developing and maintaining a pedestrian park according to plans approved by the Authority.

2. The premises shall be occupied and used only for normal urban pedestrian park purposes. Such use shall include the provision of a relaxing environment, but no commercial activities of any kind whatsoever shall be conducted on the premises. Any modifications in the design or use of the Premises must be approved in advance by the Authority. The Authority will not unreasonably withhold or delay its consent hereunder.
3. The Licensee agrees to pay, indemnify and save harmless the Authority from all suits, actions, claims, demands, damages, or losses, expenses, and/or costs of every kind and description to which the Authority may be subjected or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of, any act of commission or omission of the Licensee, its agents or employees, in the use of the Premises pursuant to this Agreement. The Authority shall give notice of any suits, actions, claims, demands, damages or losses, expenses or costs to the Licensee forthwith and the Authority shall not object to the intervention of the Licensee in any suit or action arising out of such claims, demands, damages, losses, expenses or costs.
4. The Licensee shall maintain the Premises in good repair and in a clean condition at no cost to the Authority.
5. In the event of a breach of any of the covenants contained herein, the Authority may terminate this License upon giving thirty (30) days' written notice.
6. Until 100 years from the date of this Agreement the Licensee shall not discriminate or permit discrimination upon the basis of race, creed, color or national origin in the use or occupancy of the premises or in connection with the employment or application for employment of persons for the construction or maintenance of the improvements on the premises.

IN WITNESS WHEREOF, on the day and year first hereinabove mentioned, at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

Signed, sealed and delivered in the presence of:

H. J. Hollis

BOSTON REDEVELOPMENT AUTHORITY
By Robert L. Ladd
Director

THE BOSTON FIVE CENTS SAVINGS BANK
By M. J. Hilliard
Senior Vice President

Approved as to Form:

J. C. Conley
John C. Conley.
General Counsel
Boston Redevelopment Authority

Cooperation Agreement
By and Between
City of Boston, Boston Redevelopment Authority,
Boston Five Cents Savings Bank
With Respect To
School-Franklin Urban Renewal Area

This Cooperation Agreement, entered into as of the 6TH day of December, 1971, by and between the City of Boston, a municipal corporation of the Commonwealth of Massachusetts (hereinafter referred to as the "City"); the Boston Redevelopment Authority, a public body politic and corporate organized under Chapter 121B of the General Laws of Massachusetts (hereinafter referred to as the "Authority"); and the Boston Five Cents Savings Bank, a savings institution existing pursuant to Chapter 168 of the General Laws of Massachusetts, doing business in Boston, Suffolk County (hereinafter referred to as the "Bank").

Whereas, the Authority has adopted an Urban Renewal Plan (hereinafter referred to as the "Plan") for the School-Franklin Urban Renewal Project, No. Mass. R-155 (hereinafter referred to as the "Project"), in the City of Boston, and said Plan has been approved by the Mayor and the City Council of the City; and

WHEREAS, the Project calls for the creation of attractive open space developments; and

Whereas, the Authority is the owner of land of approximately 5656 square feet at the intersection of School Street and Washington Street in the central business district of Boston, said land herein referred to as Parcel A-3 and described as follows:

starting at the point of intersection of the westerly curbline of Washington Street extended and the southerly curbline of School Street extended and running S38°-06'-07"W a distance of 13.99 feet along said extension of the curbline of Washington Street to the point of beginning; thence running S38°-06'-07"W along said curbline of Washington Street a distance of 86.02 feet to a point; thence by a curve to the right of 10.00 feet radius a distance of 23.48 feet to a point; thence running N7°-20'-36"W a distance of 68.33 feet to a point; thence by a curve to the left of 106.50 feet radius a distance of 22.03 feet to a point; thence by a curve to the right of 10.00 feet radius a distance of 22.41 feet to a point on said curbline of School Street; thence running S70°-46'-14"E a distance of 71.30 feet to a point; thence by a curve to the right of 10.00 feet radius a distance of 18.60 feet to the point of beginning; said parcel containing 5,656 square feet, all as shown on a plan entitled "Widening and Relocation Plan, School Street, Boston" prepared by the Boston Redevelopment Authority and dated August 30, 1971, (hereinafter referred to as the "Premises").

Whereas, the Bank is the developer of Parcel A-2 within the Project, which parcel is close by Parcel A-3; and

Whereas, the Bank has agreed to develop Parcel A-3 as an urban pedestrian park according to the plans and specifications approved by the Authority, which plans and specifications are hereto attached and marked Exhibit "A"; and

Whereas, the Authority and the Bank have entered into a license Agreement authorizing the Bank to enter upon the Premises for the purposes of developing and maintaining the described park.

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Authority shall transfer all right, title and interest in the premises hereinabove described to the City; such transfer to be in the form attached hereto and marked Exhibit "B".
2. The City grants occupancy of the Premises to the Bank for the construction and maintenance of the Premises as a normal urban pedestrian park. Such purposes shall include the providing of a relaxing environment. No commercial activities of any kind whatsoever shall be conducted on the Premises or on any public sidewalk adjacent thereto.
3. Any modifications in the design or use of the Premises must be approved in advance by the Authority and the City. The Authority and the City will not unreasonably withhold or delay their consent hereunder.
4. The Bank for itself and its successors and assigns agrees to pay, indemnify and save harmless the City from all suits, actions, claims, demands, damages, or losses, expenses, and/or costs of every kind and description to which the City may be subjected or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of, any act of commission or omission of the Bank, its agents or employees, in the use of the Premises pursuant to this Agreement. The City shall give notice of any suits, actions, claims, demands, damages or losses, expenses or costs to the Bank forthwith and the City shall not object to the intervention of the Licensee in any suit or action arising out of such claims, demands, damages, losses, expenses or costs.
5. The Bank is to pay for the use of the water consumed on the premises and shall control the turning on and turning off of the water. The City is to pay for the current for lights lighting said park and also shall have the right to control the turning on and turning off of said lights. The Bank shall maintain the Premises in good order and in a clean condition at no cost to the City.
6. The City shall retain the right of entry in the event the Bank shall fail to maintain said park according to standards pursuant to the Agreement. In the event of the failure to maintain, the City shall give the Bank a thirty (30) day period to correct specified maintenance inadequacies. If the Bank shall fail to correct such inadequacies within the time allowed, its interest in the property shall be terminated except that if the Bank during said period

shall commence to cure said inadequacies and to process said inadequacies to completion with due diligence, the thirty (30) day period shall be extended accordingly. The Bank shall have the right of termination at such time as it shall cease to do business within one hundred (100) yards of the premises.

7. Until 100 years from the date of this Agreement the Bank, for itself and its successors and assigns, covenants and agrees that it shall not discriminate or permit discrimination upon the basis of race, color, sex, religion or national origin in the use or occupancy of the premises or in connection with the employment or application for employment of persons for the construction or maintenance of the improvements on the premises.
8. The parties hereto agree that until forty years from the approval of the Plan by the Boston City Council the parties shall devote the Premises to the use specified in the Plan and as outlined in this Agreement.
9. In the event the Authority or the City in order to widen the street in pursuance of the Project needs to take a portion of the Premises, the Bank, for itself and its successors and assigns, agrees to save the Authority harmless from such taking, provided such taking does not interfere or materially affect the installations installed by the Bank in said park.
10. The parties hereto agree that that area of the Premises outside of an area of 3368 square feet described as follows:

starting at the point of intersection of the westerly sideline of Washington Street and the southerly sideline of School Street and running S 36°-09'-35" W, a distance of six and seven one-hundreds (6.07) feet along said sideline of Washington Street to the point of beginning; thence running S 36°-09'-35" W along said sideline of Washington Street seventy-eight and thirty-six one-hundreds (78.36) feet to the point; thence by a curve to the right of five (5.00) feet radius a distance of twelve and fifty-three one-hundreds (12.53) feet to a point; thence running N 7°-20'-36" W a distance of eighty-three and five one-hundreds (83.05) feet to a point; thence by a curve to the right of five (5.00) feet radius a distance of ten and seventeen one-hundreds (10.17) feet to a point on said sideline of School Street; thence running S 70°-46'-14" W a distance of fifty-nine and ninety-nine one-hundreds (59.99) feet to a point; thence by a curve to the right of four and fifty one-hundreds (4.50) feet radius a distance of eight and forty one-hundreds (8.40) feet to the place of beginning; said parcel containing 3,368 feet

shown as the area within the Existing Line of School Street, Existing Line of Washington Street and within the Line of Widening and Relocation, on a plan entitled "Widening and Relocation Plan, School Street, Boston", prepared by Boston Redevelopment Authority and dated August 30, 1971, shall be a public sidewalk when so designated by the Public Improvements Commission.

IN WITNESS WHEREOF, on the day and year first hereinabove mentioned, at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

Signed, sealed and delivered in the presence of:

BOSTON REDEVELOPMENT AUTHORITY

Paul A. Koch

By

R. W. J.

Director

THE BOSTON FIVE CENTS SAVINGS BANK

Donald P. Harrison

By

Charles H. Wood

Senior Vice President

CITY OF BOSTON

L. J. Donnell

Attest: City Clerk

By Ken H. White

Mayor

DEC 8 1971

Approved as to form:

J. C. Conley

John C. Conley
General Counsel
Boston Redevelopment Authority

Kelvin T. Gleason

Corporation Counsel

MRC

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December 6 1971

Then personally appeared before me the above named Robert T. Kenney, Director, who executed the foregoing Instrument on behalf of the Boston Redevelopment Authority and acknowledged the same to be his free act and deed and the free act and deed of said Authority.

Robert T. Kenney

Notary Public

My commission expires July 2 1976

MEMORANDUM

October 5, 1978

TO: BOSTON REDEVELOPMENT AUTHORITY
FROM: ROBERT J. RYAN, DIRECTOR
SUBJECT: AMENDMENT TO AUTHORITY AGREEMENT WITH
THE BOSTON FIVE CENT SAVINGS BANK,
DATED ON DECEMBER 1, 1971, AND
DECEMBER 6, 1971, RESPECTIVELY

An Authority approved application for \$1,516,955 in Demonstration Grant Funds under the Urban Mass Transportation Act of 1964, as amended, resulted in a contract between this Authority and UMTA which was duly executed on July 13, 1978.

Under the terms of this application and subsequent contract, the School Street extension, a City of Boston Street, was to be closed to vehicle traffic and re-constructed as a part of the so-called Boston Five Park.

On December 1, 1971, this Authority and the Boston Five Cents Savings Bank, a savings institution existing pursuant to Chapter 168 of the General Laws of Massachusetts, (hereinafter referred to as the Bank) entered into a license agreement under which the Bank agreed to develop and maintain a pedestrian park on approximately 5,656 square feet of land at the intersection of School and Washington Streets in the Central Business District of Boston. (See Attachment.)

On December 6, 1971, a "Cooperation Agreement" was duly executed by this Authority, the Bank, and the City of Boston, covering certain maintenance and design aspects of the premises which are shown on a plan marked City of Boston, Public Works, Engineering Division, Widening and Relocation Plan, School Street Extension, Boston Proper, November 24, 1972.

Under the project now known as the "Downtown Crossing", formerly known as the Transit and Traffic Improvements Program, the School Street Extension (described in Schedule A to the proposed amendments to the above noted agreement) will be paved over with granite and become an extension of the so-called Boston Five Park.

The Bank seeks to amend both the License and Cooperation Agreement to recognize and reflect changes wrought by the "Downtown Crossing" plan.

VOTED: That the Director is authorized to sign and execute amendments to the December 1, 1971, License Agreement, and the December 6, 1971, "Cooperation Agreement", now existing between this Authority and the Boston Five Cents Savings Bank, governing the pedestrian park situated on a certain parcel of land at the intersection of School and Washington Street in the Central Business District of Boston.